

Complaint Exhibit 20

EXECUTION VERSION

Obligation No. 22117154 (Operating Line of Credit 1)Input Agreement 748526-11003Input Agreement 748526-12001**FIRST AMENDMENT TO FORBEARANCE AGREEMENT**

This First Amendment Forbearance Agreement (the “**Amendment**”) is made and entered into as of June 4, 2024 (the “**Closing Date**”), by and among each of JOSEPH RANDALL ELLER, an unmarried person who is not part of a civil union or domestic partnership (“**R. Eller**”), WESCOR FARM OPERATIONS, LLC f/k/a WESCOR FARMING, LLC, a Virginia limited liability company (“**Wescor**”), each of which is a Borrower under the Loan and Security Documents identified below, on the one hand, and RABO AGRIFINANCE LLC, a Delaware limited liability company (“**RAF**” or “**Rabo**” or “**Lender**”), as the Lender under the Loan and Security Documents identified below, on the other hand. R. Eller and Wescor shall be referred to herein collectively as the “**Loan Parties**,” and individually as a “**Loan Party**.” Non-Obligors Grayson Farm & Leasing, Inc., a Virginia corporation, Mountain Top Holding of Virginia/North Carolina, LLC, a Virginia limited liability company, DD&R Land Holdings, LLC, a Virginia limited liability company, NDRD Land Holdings, LLC, a Virginia limited liability company, D&R Land Holdings, LLC, a Virginia limited liability company, and Timber & Logging, LLC., a North Carolina limited liability company (collectively, the “**Grantors**” and separately, a “**Grantor**”) join in this Agreement to acknowledge their consent and agreement to the terms contained herein. The Loan Parties, Grantors and RAF shall be referred to herein collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, Lender, Loan Parties and Grantors did enter into that certain Forbearance Agreement dated January 22, 2024 (the “**Forbearance Agreement**”);

WHEREAS, Lender, Loan Parties and Grantors desire to extend, amend and modify the terms of the Forbearance Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All the recitals of the Forbearance Agreement are specifically incorporated herein by reference. Capitalized terms used in this Amendment and not otherwise defined shall have the meanings set forth in the Loan Documents.

2. Except as amended by this Amendment, the Forbearance Agreement shall continue in full force and effect in accordance with its stated terms and conditions.

3. In Section 3(B) of the Forbearance Agreement, the date “April 1, 2024” in the last sentence shall be deleted and replaced with the date “December 1, 2024.”

Eller Forbearance Agreement

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4. Section C of the Forbearance Agreement is amended to add a new subsection 13 as follows:

13. Payments.

- a. Obligors shall make the following minimum payments in good and sufficient funds to Lender with time being of the essence:

\$425,000.00 on or before June 15, 2024

\$1,350,000.00 on or before July 1, 2024

\$100,000.00 on or before August 1, 2024

\$550,000.00 on or before September 1, 2024

\$1,450,000.00 on or before October 1, 2024

\$890,000.00 on or before November 1, 2024

All remaining principal, interest and fees and charges, including legal fees, on or before December 1, 2024.

- b. Any amount paid to by Lender during a pay period in excess of the minimum payment amount will be applied as a credit toward the minimum payment amount due in the next pay period.

- c. Payments received by Lender will be applied in Lender's discretion.

5. Release and Waiver of Claims. THE LOAN PARTIES, JOINTLY AND SEVERALLY, BOTH FOR THEMSELVES AND FOR ALL PERSONS OR ENTITIES CLAIMING BY, THROUGH OR UNDER THEM, HEREBY WAIVE, RELEASE AND FULLY DISCHARGE RAF, AND RAF'S PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS, SUCCESSORS, ASSIGNS, PARTICIPANTS, AGENTS, ATTORNEYS, EMPLOYEES AND REPRESENTATIVES (COLLECTIVELY, THE "**RELEASED PARTIES**") FROM ANY AND ALL MANNER OF CLAIMS, ACTIONS, CAUSES OF ACTION IN LAW OR IN EQUITY, SUITS, DEBTS, LIENS, CONTRACTS, LIABILITIES, CLAIMS, DEMANDS, DAMAGES, LOSSES, FEES, COSTS, EXPENSES, SET OFFS, OR CLAIMS FOR RECOUPMENT, OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT THAT ANY OF THE LOAN PARTIES HAVE OR MAY HAVE OR CLAIM AGAINST THE RELEASED PARTIES, FROM THE BEGINNING OF TIME TO THE DATE OF EXECUTION OF THIS AMENDMENT, BASED UPON ANY CONDUCT, CLAIMS, ACTIONS OR OMISSIONS OF THE RELEASED PARTIES RELATING OR PERTAINING IN ANY WAY TO THE LOAN, THE LOAN DOCUMENTS, THE RAF INDEBTEDNESS, THE NOTICE, THE NEGOTIATIONS RELATING TO THIS AMENDMENT, OR ANY OTHER ACT OR OMISSION THAT HAS OCCURRED PRIOR TO THE EXECUTION OF THIS AMENDMENT, INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS OR CAUSES OF ACTION FOR USURY, FRAUD, DECEIT, MISREPRESENTATION, UNCONSCIONABILITY, DURESS, LENDER LIABILITY, ANY OTHER CLAIM IN TORT OR CONTRACT OR AT EQUITY, OR FOR VIOLATION OF ANY

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LAW, RULE OR REGULATION.

6. Jury Waiver. THE LOAN PARTIES HEREBY JOINTLY AND SEVERALLY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE RAF INDEBTEDNESS, THE LOAN, THE LOAN DOCUMENTS, THIS AMENDMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AMENDMENT.

7. Document Understood. BY THEIR SIGNATURES BELOW, EACH OF THE LOAN PARTIES ACKNOWLEDGES AND AGREES THAT: (A) THIS AMENDMENT CONTAINS A COMPLETE WAIVER AND RELEASE BY EACH OF THE LOAN PARTIES OF CERTAIN CLAIMS AND A WAIVER OF CERTAIN RIGHTS; AND (B) EACH OF THE LOAN PARTIES HAS READ AND UNDERSTOOD THIS AMENDMENT IN ITS ENTIRETY PRIOR TO SIGNING AND FULLY AGREES TO EACH, ALL AND EVERY PROVISION OF THIS AMENDMENT.

8. Advise of Counsel. The Parties acknowledge and represent to one another that each has discussed this Amendment with their attorneys and enter into this Amendment voluntarily and under their free will.

9. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which, once executed and delivered in accordance with the terms of this Agreement, will be deemed an original, with all such counterparts taken together constituting one and the same instrument. Delivery by facsimile, encrypted e-mail or e-mail file attachment of any such executed counterpart to this Agreement will be deemed the equivalent of the delivery of the original executed agreement or instrument.

10. Severability. This Amendment is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Amendment, or the application thereof to any person or circumstance, shall be invalid or unenforceable, for any reason and to any extent, the remainder of this Amendment and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

11. Time is of the Essence. Time is of the essence with respect to all provisions of this Amendment.

12. Modification. The terms of this Amendment may only be varied by the mutual agreement of the Parties as reflected in writing and duly executed by the Parties or their authorized legal representatives.

13. Conflict. To the extent the terms and provisions of the Loan Documents and this Amendment are inconsistent or conflict with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

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14. Headings. The headings and captions used in this Amendment are provided for convenience of reference only and shall not be employed in the construction of this Amendment.

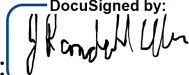
[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the date first above written.

LOAN PARTIES:

WESCOR FARMING, LLC, a Virginia limited liability company

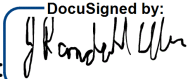
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By: _____
Name: Joseph Randall Eller
Title: Sole Member

DocuSigned by:

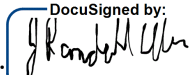
By: _____
JOSEPH RANDALL ELLER, an individual

GRANTORS:

GRAYSON FARM & LEASING, INC.

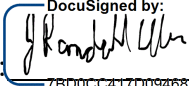
DocuSigned by:

By: _____
Name: Joseph Randall Eller
Title: President

MOUNTAIN TOP HOLDINGS OF VIRGINIA/NORTH CAROLINA, LLC, a Virginia limited liability company

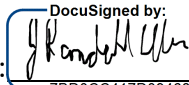
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By: _____
Name: Joseph Randall Eller
Title: Sole Member

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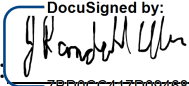
DD&R LAND HOLDINGS, LLC, a Virginia
limited liability company

DocuSigned by:

By: _____
Name: Joseph Randall Eller
Title: Sole Member

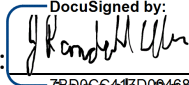
NDRD LAND HOLDINGS, LLC, a Virginia
limited liability company

DocuSigned by:

By: _____
Name: Joseph Randall Eller
Title: Sole Member

D&R LAND HOLDINGS, LLC, a Virginia
limited liability company

DocuSigned by:

By: _____
Name: Joseph Randall Eller
Title: Sole Member

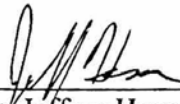
TIMBER & LOGGING, LLC., a North
Carolina limited liability company

DocuSigned by:

By: _____
Name: Joseph Randall Eller
Title: Manager

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RAF/LENDER/RABO:

RABO AGRIFINANCE LLC, a Delaware
limited liability company

By: 
Name: Jeffrey Hanson
Title: Vice President

Certificate Of Completion

Envelope Id: 2D4A55D637204FC3AB6EA004976CA2DA

Status: Completed

Subject: Complete with DocuSign: ELLER - Rabo - First Amendment to Forbearance Agreement (Execution Ver...

Source Envelope:

Document Pages: 7

Signatures: 8

Envelope Originator:

Certificate Pages: 5

Initials: 0

Nick Mirra

AutoNav: Enabled

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Enveloped Stamping: Enabled

101 W Main St Ste 500

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Norfolk, VA 23510

nick.mirra@woodsrogers.com

IP Address: 24.254.138.201

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Status: Original

Holder: Nick Mirra

Location: DocuSign

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Signer Events

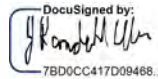
Joseph Randall Eller

randalleller4@gmail.com

Member manager member manager

Security Level: Email, Account Authentication
(None)**Signature**

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Signature Adoption: Drawn on Device

Using IP Address: 162.247.202.3

Signed using mobile

Timestamp

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Viewed: 6/6/2024 6:00:11 PM

Signed: 6/6/2024 6:01:24 PM

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Accepted: 6/6/2024 6:00:11 PM

ID: 1ec71333-2a6a-49e9-82fa-1a08ed36892e

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

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(None)**COPIED**

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Electronic Record and Signature Disclosure:

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Principal

Security Level: Email, Account Authentication
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